

## **SCHEDULE 10 - INTERFACES**

### **1. INTRODUCTION**

The Contractor shall implement and undertake the processes set out in this Schedule 10 to enable effective interfaces between the Contractor and the Authority or Third Parties, as applicable, including those interfaces specified in Clauses 3.11, 3.12, 3.13, 3.14 and 3.15 of this Agreement.

### **2. SENTENCING AND CASE ALLOCATION**

The Contractor shall co-operate with the Authority and provide, or enable the Authority to provide, the following interfaces including for the purposes of sentencing of an Allocated Person, case allocation and the provision or receipt of the Services (as the case may be). Unless specifically stated, the interfaces set out below do not apply to an Applicable Person who is released on a Home Detention Curfew with no other licence conditions.

<b>Reference</b>	<b>Input</b>
(a)	<p>(i) The Contractor shall, following receipt of notification by the Authority in its capacity as the provider of the NPS that a person is to be an Allocated Person of the Contractor and receipt of the information set out in Paragraph 2(b)(i) and (ii) of this Schedule 10, comply with its obligations set out in this Agreement (including Schedule 7) with respect to that Allocated Person.</p> <p>(ii) The Contractor shall, following receipt of notification of an Allocated Person who is transferring from a Youth Offending Team by the Authority in its capacity as the provider of the NPS, and receipt of the information set out in Paragraph 2(c) of this Schedule 10, comply with its obligations set out in this Agreement (including Schedule 7) with respect to that Allocated Person.</p>
(b)	<p>For the purposes of Paragraph 2(a)(i) of this Schedule 10, the information with respect to an Allocated Person shall include:</p> <p>(i) the identity of the Allocated Person who has been allocated to the Contractor and (where available) the contact details of that Allocated Person; and</p> <p>(ii) if applicable, that part of the sentence of the court to be served in the community including any Treatment Requirements or, where</p>

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	<p>applicable, details of the Attendance Centre Order to which the Allocated Person is subject.</p> <p>The Authority shall also provide:</p> <ul style="list-style-type: none"> <li>(iii) details of any post-sentence interview;</li> <li>(iv) a copy of notification of sentence to Children's Services;</li> <li>(v) any self harm, suicide and/or vulnerability risk warning which has been sent to the receiving prison;</li> <li>(vi) all relevant information regarding contact with the Victim Liaison Service by the Authority in its capacity as provider of the NPS;</li> <li>(vii) a copy of the Pre-Sentence Report;</li> <li>(viii) a record of the Allocated Person's previous convictions;</li> <li>(ix) the CPS pack comprising copies of all relevant CPS/court papers;</li> <li>(x) the Allocated Person's most recent OASys assessment;</li> <li>(xi) the outputs from the Case Allocation Tool including the Risk of Serious Recidivism score, the OGRS score, the risk of Serious Harm screening and/or level and any other relevant risk information, including all specified date(s) on which the Contractor must refer the case to the Authority in its capacity as the provider of the NPS to allow the Authority to review that Allocated Person's risk of Serious Harm, or risk indicators which, if they occur, will require the Contractor to undertake a reconsideration of that Allocated Person's risk of Serious Harm prior to referral of the case to the Authority in its capacity as provider of the NPS, as set out in Paragraph 6 of this Schedule 10;</li> <li>(xii) a copy of the document containing Licence conditions and notice of Post Sentence Supervision Requirements signed by the relevant Allocated Person, if released at court or released from custody;</li> <li>(xiii) a written summary of the oral Pre-Sentence Report prepared by the Authority in its capacity as provider of the NPS;</li> </ul>

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	<p>(xiv) a copy of the Community Order or Suspended Sentence Order;</p> <p>(xv) a copy of an outline treatment plan provided by the Treatment Provider to the Authority in its capacity as provider of the NPS at pre-sentence;</p> <p>(xvi) a copy of a completed alcohol assessment screening tool;</p> <p>(xvii) a copy of a completed Spousal Assault Risk Assessment (SARA);</p> <p>(xviii) a copy of a completed psychiatric report; and</p> <p>(xix) a copy of a completed Risk Matrix 2000,</p> <p>provided that it is applicable and in the possession of the Authority. If in the possession of the Authority, the Authority shall provide the relevant information as soon as reasonably practicable after the date the information in paragraph 2(a) is provided by the Authority and, if not in the possession of the Authority, as soon as reasonably practicable after the Authority receives it.</p>
(c)	<p>For the purposes of Paragraph 2(a)(ii) of this Schedule 10, the information with respect to an Allocated Person who is transferring from a Youth Offending Team shall include:</p> <p>(i) the identity of that Allocated Person and all other information set out in Paragraph 2(b), as applicable; and</p> <p>(ii) the most recent ASSET/ASSETPlus assessment, if available.</p>
(d)	<p>Following receipt of a notification from the Authority in its capacity as provider of the NPS that a Retained Person is subject to an Unpaid Work Requirement, the Contractor shall acknowledge receipt of that notification and shall provide the Unpaid Work Requirement for that Retained Person in accordance with Paragraphs OSR 5 to OSR 11 of Schedule 7 and Service Level 9 and Service Level 15 of Schedule 9.</p>

**3. ALLEGED BREACH OF ATTENDANCE CENTRE ORDER FOR FINE DEFAULTERS**

<b>Reference</b>	<b>Input</b>
(a)	<p>Following an alleged breach by an Allocated Person of that Allocated Person's Attendance Centre Order, the Contractor shall:</p> <p>(i) notify the HM Courts &amp; Tribunals Service of the Contractor's intention to request court enforced action in respect of that Allocated Person; and</p> <p>(ii) obtain all information and/or evidence from any Third Party in respect to that Allocated Person to enable the Contractor to produce the Breach Information.</p>
(b)	<p>Following an alleged breach of an Attendance Centre Order by an Allocated Person who has been transferred to an Alternative Jurisdiction, if the Relevant Authority does not carry out the Breach Presentation the Contractor shall:</p> <p>(i) request all information and/or evidence from that Relevant Authority to enable the Contractor to produce the Breach Information; and</p> <p>(ii) provide that Breach Information to the HM Courts &amp; Tribunals Service in accordance with Paragraph 3(c) below.</p>
(c)	<p>The Contractor shall provide the Breach Information to the HM Courts &amp; Tribunals Service within eight Business Days after the date of the alleged breach.</p> <p>The Breach Information shall include, as applicable:</p> <p>(i) a copy of the Attendance Centre Order and a copy of the notification of the imposition of the original financial penalty, as applicable; and</p> <p>(ii) a copy of a Breach Presentation report that shall include full details of any previous failure to comply with the sentence of the court.</p>

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(d)	The Contractor shall provide the HM Courts & Tribunals Service with any additional information as requested by the HM Courts & Tribunals Service following the HM Courts & Tribunals Service review of the Breach Information to enable the HM Courts & Tribunals Service to decide whether or not to proceed with the Breach Presentation or to strengthen the case regarding the validity, legality or drafting of the Breach Information.
(e)	If the HM Courts & Tribunals Service proceeds with a Breach Presentation in relation to an Allocated Person, the Contractor shall obtain details of the applicable court slot and court date from the HM Courts & Tribunals Service and provide this information to all applicable witnesses who will be required to attend court on the day of the hearing.
(f)	<p>If the Allocated Person disputes the alleged breach of his Attendance Centre Order, the Contractor shall provide the HM Courts &amp; Tribunals Service with the following information as requested:</p> <p>(i) each relevant Witness Statement and witness availability;</p> <p>(ii) the full case contact records excluding confidential victim information.</p>

**4. ALLEGED BREACH OF COMMUNITY ORDER, SUSPENDED SENTENCE ORDER, POST SENTENCE SUPERVISION PERIOD OR SUPERVISION DEFAULT ORDER**

The Contractor shall co-operate with the Authority and provide, or enable the Authority to provide, the following interfaces in relation to a Breach Presentation.

Ref.	Input
(a)	Following an alleged breach by an Allocated Person of that Allocated Person's Community Order, Suspended Sentence Order, Post Sentence Supervision Requirement or Supervision Default Order, the Contractor shall:

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Ref.	Input
	<p>(i) notify the Authority in its capacity as provider of the NPS of the Contractor's intention to request court enforced action in respect of that Allocated Person following an alleged breach of a Community Order, Suspended Sentence Order, Post Sentence Supervision Requirement or Supervision Default Order; and</p> <p>(ii) obtain all information and/or evidence from any Third Party in respect to that Allocated Person to produce the Breach Information.</p>
(b)	<p>Following an alleged breach of a Community Order, Suspended Sentence Order, Post Sentence Supervision Requirement or Supervision Default Order by an Allocated Person who has been transferred to an Alternative Jurisdiction, if the Relevant Authority does not carry out the Breach Presentation, the Contractor shall request all information and/or evidence from that Relevant Authority to produce the Breach Information and shall provide that Breach Information to the Authority in accordance with Paragraph 4(c) below.</p>
(c)	<p>(i) The Contractor shall provide the Breach Information with draft proposals to the Authority in its capacity as provider of the NPS, within eight Business Days after the date of the alleged breach.</p> <p>The <b>Breach Information</b> shall include, as applicable:</p> <ul style="list-style-type: none"> <li>(A) a copy of each relevant Community Order and/or Suspended Sentence Order;</li> <li>(B) a copy of the notice containing the Post Sentence Supervision Requirements or the Supervision Default Order, as applicable;</li> <li>(C) a copy of a Breach Presentation report that will include details of previous failures to comply with the sentence of the court;</li> <li>(D) details of enforcement activity such as each instructions letter, Warning Notice, Warning of Breach Action Letter, Confirmation Letter, text message, phone message and Home Visit;</li> <li>(E) details of any action taken by the Contractor to improve the Allocated Person's compliance with the sentence of the court;</li> <li>(F) all relevant information from other agencies providing any service to the Allocated Person as part of the sentence of the court;</li> <li>(G) details of any increase in risk of Serious Harm arising from the failure by the Allocated Person to comply with the sentence of the court;</li> </ul>

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	<p>(H) proposals for dealing with the alleged breach;</p> <p>(I) proposals for resentencing;</p> <p>(J) updated MG16 and the most recent Police National Computer record showing previous convictions and cautions, with all other relevant information;</p> <p>(K) a Warrant Risk Form; and</p> <p>(L) MG5 - the CPS case summary.</p> <p>(ii) The Contractor shall provide the Authority with any additional information as requested by the Authority in its capacity as provider of the NPS following the Authority's review of the Breach Information to enable the Authority to decide whether or not to proceed with the Breach Presentation or to strengthen the case regarding the validity, legality or drafting of the Breach Information.</p> <p>(iii) If the Allocated Person disputes the alleged breach, the Contractor shall provide the Authority in its capacity as provider of the NPS with the following information as requested:</p> <p>(A) each relevant Witness Statement and witness availability;</p> <p>(B) the full case contact records excluding confidential victim information;</p> <p>(C) a copy of each Pre-Sentence Report;</p> <p>(D) a copy of the Offender Compact endorsed by the Allocated Person if applicable; and</p> <p>(E) the most recent Plan.</p>

Ref.	Input
(d)	<p>(i) If the Authority in its capacity as provider of the NPS proceeds with a Breach Presentation in relation to an Allocated Person, the Authority shall provide the Contractor with details of the applicable court slot and court date and the Contractor shall provide this information to all applicable witnesses who will be required to attend court on the day of the hearing.</p> <p>(ii) If the Authority in its capacity as the provider of the NPS decides not to proceed with a Breach Presentation in relation to an Allocated Person, the Authority shall provide the Contractor with written details of that decision.</p>
(e)	<p>Following an alleged breach of a Community Order, Suspended Sentence Order, Post Sentence Supervision Period or Supervision Default Order by a Retained Person, where the alleged breach relates to a service being delivered by the Contractor to that Retained Person, the Contractor shall provide the Authority in its capacity as provider of the NPS, on request, with all information required by the Authority to present the breach at court.</p> <p>This information may include, if applicable:</p> <p>(i) each relevant Witness Statement;</p> <p>(ii) the availability of the relevant Contractor Personnel to attend court on the date of the hearing; or</p> <p>(iii) the availability of any relevant subcontractor or other provider to attend court on the date of the hearing if required.</p>

## **5. APPLICATIONS TO REVOKE OR AMEND THE REQUIREMENTS OF A COMMUNITY ORDER, SUSPENDED SENTENCE ORDER OR SUPERVISION DEFAULT ORDER OR TO AMEND POST SENTENCE SUPERVISION REQUIREMENTS OR LICENCE CONDITIONS**

The Contractor shall co-operate with the Authority and provide, or enable the provision by the Authority of, the following interfaces in relation to an application to court to revoke or amend a Community Order, Suspended Sentence Order or Supervision Default Order, and applications to the Authority to amend Post Sentence Supervision Requirements or Licence conditions. Unless specifically stated, the interfaces set out below do not apply to an Applicable Person who is released on a Home Detention Curfew with no other licence conditions.



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	<p>The Contractor shall provide to the Authority in its capacity as provider of the NPS all information required by the Authority:</p> <p>(i) to enable the Authority to present the information to the court, if the Contractor recommends that an application is made for early revocation of a Community Order or cancellation of a requirement(s) of a Suspended Sentence Order in accordance with OM33 of Schedule 7, or if the Contractor recommends that an amendment be made to a requirement(s) of a Community Order or Suspended Sentence Order in accordance with OM21 of Schedule 7;</p> <p>(ii) for the Authority to make an application to the court if the Contractor identifies a need to amend that Allocated Person's court order as a result of a change in that Allocated Person's circumstances; or</p> <p>(iii) for the Authority to amend the conditions of a Licence or an amendment to the Post Sentence Supervision Requirements in respect of that Allocated Person as a result of a change in that Allocated Person's circumstances.</p>

## **6. APPLICATION TO REVOKE A LICENCE AND RECALL TO CUSTODY**

The Contractor shall co-operate with the Authority and provide, or enable the provision by the Authority of, the following interfaces in relation to an application to revoke a Licence. Unless specifically stated, the interfaces set out below do not apply to an Applicable Person who is released on a Home Detention Curfew with no other licence conditions.

Ref.	Input
(a)	<p>(i) If an Allocated Person has breached the terms of his Licence, the Contractor shall provide the Authority with all relevant information as required by the Authority (the <b>Recall Information</b>) and, where applicable, make a recommendation that the Authority deals with it as an Emergency Recall.</p> <p>(ii) The Contractor shall provide the Authority with any additional information requested by the Authority following the review by the Authority</p>

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	of the Recall Information in order for the Authority to make a decision regarding the application to revoke a Licence.
(b)	Following notification from the Authority of the decision taken in relation to the application to revoke the Licence, the Contractor shall notify each Third Party who provides services to the Allocated Person, as applicable.
(c)	<p>(i) The Contractor shall immediately notify the Authority if the Emergency Recall of an Allocated Person is required outside the hours of 9am – 5pm on weekdays or during the weekend, and shall undertake all actions as required by the Authority to enable the revocation of that Allocated Person’s Licence.</p> <p>(ii) The Contractor will provide the Recall Information to the Authority within one Business Day after the out of hours Emergency Recall.</p>
(d)	If applicable, the Contractor shall liaise with the Authority in its capacity relating to prisons or the relevant Private Prison Contractor to vary the conditions of an Allocated Person’s Licence conditions following the Recall of that Allocated Person.
(e)	The Contractor shall act in accordance with Paragraph 7 of this Schedule 10 in relation to an Allocated Person who has been recalled to custody and, where there is an indication that the risk of Serious Harm of that Allocated Person has increased to high, the Contractor shall co-operate with the Authority to prepare for the release of the Allocated Person, at which point the Authority in its capacity as provider of the NPS will assume responsibility for the management of the case.
(f)	<p>If an Allocated Person receives a Standard Recall, the Contractor shall:</p> <p>(i) within 14 days after the Standard Recall, prepare and submit an updated version of the relevant aspects of the Plan to the Authority; or</p> <p>(ii) if the Authority in its capacity as provider of the NPS will assume responsibility for the Allocated Person following his release from custody, co-operate with the Authority in accordance with Paragraph 6(e) of this Schedule 10.</p>
(g)	The Contractor shall provide the Authority with all information requested, and in the format required, by the Authority in relation to the preparation for an oral parole hearing with respect to an Allocated Person.

**7. INCREASE IN RISK OF SERIOUS HARM AND CASE TRANSFER TO THE AUTHORITY**

The Contractor shall co-operate with the Authority and implement the processes set out below to ensure that cases are escalated to the Authority following an applicable increase in the risk of Serious Harm with respect to an Allocated Person (excluding an Allocated Person following unconditional release from custodial sentence) or if there is an exceptional public interest in an Allocated Person's case management (excluding an Allocated Person following unconditional release from custodial sentence). Unless specifically stated, the interfaces set out below do not apply to an Applicable Person who is released on a Home Detention Curfew with no other licence conditions.

Ref.	Input
(a)	<p>The Contractor shall provide the Authority in its capacity as provider of the NPS with a completed Risk Review Form for an Allocated Person and any additional information requested by the Authority to support:</p> <p>(i) the Authority's review of the risk levels of that Allocated Person; and</p> <p>(ii) the consideration by the Authority of the transfer of that Allocated Person to the Authority.</p>
(b)	<p>If the Contractor reasonably believes that there is an exceptional public interest in an Allocated Person's case management, the Contractor shall immediately notify the Authority and provide any information required by the Authority to enable the Authority to consider transferring that Allocated Person to the Authority in accordance with Paragraph 7(c) of this Schedule 10.</p>
(c)	<p>If the Authority, in its capacity as provider of the NPS, decides to transfer responsibility for the Allocated Person from the Contractor to the Authority, the Contractor shall:</p> <p>(i) facilitate the case transfer in accordance with the instructions of the Authority;</p> <p>(ii) provide the Authority with all case records;</p> <p>(iii) co-operate with the Authority with regard to any required changes and/or additional measures to any part of the sentence of the court that the Authority wishes the Contractor to continue to deliver on behalf of the Authority; and</p> <p>(iv) inform any relevant Third Parties of the case transfer to the Authority.</p>

**8. INTERVENTIONS ON BEHALF OF THE AUTHORITY AND OTHER AGENCIES**

The Contractor shall co-operate with the Authority and comply with the following processes in relation to Designated Retained Persons:

Ref.	Input
(a)	<p>If the Authority in its capacity as provider of the NPS requires the Contractor to deliver any services to a Designated Retained Person:</p> <p>(i) the Contractor shall notify the Authority of attendance requirements for that Designated Retained Person including, but not limited to, the time and location of the intervention or activity, and relevant information relating to the delivery of the Services with respect to that Designated Retained Person;</p> <p>(ii) the Contractor shall request from the Authority in writing all information that it requires from the Authority in order for the Contractor to provide the required Services to that Designated Retained Person including:</p> <p>(A) the Designated Retained Person's risk of Serious Harm;</p> <p>(B) all restrictions placed on the Designated Retained Person;</p> <p>(C) details of the intervention or activity to be provided by the Contractor; and</p> <p>(iii) may request from the Authority any additional information that it reasonably requires in relation to that Designated Retained Person prior to providing the relevant Services.</p> <p>The Authority shall provide to the Contractor the information requested by the Contractor under Paragraph 8(a)(ii)(A).</p>
(b)	<p>(i) If the Contractor delivers services to a Designated Retained Person pursuant to Paragraph 8(a) of this Schedule 10, the Contractor shall notify the Authority in its capacity as provider of the NPS, in writing and at the frequency required by the Authority, with the following information relating to that Designated Retained Person:</p>

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	<p>(A) the Designated Retained Person's attendance or failure to attend at the intervention or activity;</p> <p>(B) all relevant information regarding the behaviour of the Designated Retained Person whilst undertaking the intervention or activity;</p> <p>(C) successful completion of the intervention or activity; and</p> <p>(D) all other information that may be relevant.</p> <p>(ii) If the Contractor delivers services to a Designated Retained Person pursuant to Paragraph 8(a) of this Schedule 10, the Contractor shall immediately notify the Authority of any information that may indicate a change to the level of risk of Serious Harm for the Designated Retained Person, including changes in the circumstances of the Designated Retained Person.</p> <p>(iii) The Contractor shall cease to deliver services to a Designated Retained Person pursuant to Paragraph 8(a) of this Schedule 10 on request by the Authority and shall confirm to the Authority in writing that it has ceased to provide services to that Designated Retained Person.</p>
(c)	<p>(i) The Contractor shall make Unpaid Work placements available to CAFCASS and CAFCASS Cymru for persons subject to an Enforcement Order.</p> <p>(ii) The Contractor shall notify the CAFCASS or CAFCASS Cymru case manager, as soon as practicable after it becomes available, of all information relating to the person for whom the Contractor is delivering an Unpaid Work Requirement on behalf on CAFCASS or CAFCASS Cymru including but not limited to:</p> <p>(A) attendance at the Unpaid Work activity;</p> <p>(B) all relevant information regarding the behaviour of that person while undertaking the Unpaid Work;</p> <p>(D) successful completion of the Unpaid Work;</p> <p>(E) all information that may indicate a change to the risk of Serious Harm for that person, including changes in personal circumstances; and</p> <p>(F) all other information that the Contractor deems to be relevant.</p>

## **9. CASE TRANSFERS**

The Contractor shall co-operate with the Authority and each relevant Community Rehabilitation Company and comply with the following processes in relation to case transfers:

<b>Ref.</b>	<b>Input</b>
(a)	The Contractor shall co-operate with the Authority in its capacity as provider of the NPS as required by the Authority to undertake the case transfer of an Allocated Person from a Youth Offending Team, in accordance with Paragraph 2 of this Schedule 10.
(b)	<p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>(i) inform the relevant Community Rehabilitation Company of an Allocated Person's request to transfer to the Contract Package Area designated to that Community Rehabilitation Company;</li> <li>(ii) request that the Community Rehabilitation Company assesses the suitability of the proposed home address of the Allocated Person;</li> <li>(iii) assess the risk of the requested transfer;</li> <li>(iv) notify that Community Rehabilitation Company of its approval (or otherwise) of the transfer; and</li> <li>(v) co-operate with that Community Rehabilitation Company and the Authority in accordance with Paragraph OM18 of Schedule 7 to facilitate that transfer.</li> </ul>
(c)	<ul style="list-style-type: none"> <li>(i) The Contractor shall liaise directly with the Relevant Authority in an Alternative Jurisdiction in relation to the proposed case transfer of an Allocated Person to that Alternative Jurisdiction.</li> <li>(ii) If the Contractor requires a case transfer of an Allocated Person on Licence or during the Post Sentence Supervision Period to an Alternative Jurisdiction, the Contractor shall provide the Authority in its capacity as provider of the NPS with information as required by the Authority to enable the Authority to review and (if appropriate) approve the case transfer request.</li> </ul>

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	<p>(iii) If the Authority in its capacity as provider of the NPS has approved the case transfer request under (ii) above, the Contractor shall co-operate with the Relevant Authority in that Alternative Jurisdiction to facilitate the case transfer.</p> <p>(iv) If the Contractor requires a case transfer of an Allocated Person who is subject to a Community Order or Suspended Sentence Order to Scotland or Northern Ireland, and the Authority has approved that case transfer, the Contractor shall provide the Authority in its capacity as provider of the NPS with information as required by the Authority to enable the Authority to apply to the court to amend the order so that it can be complied with in Scotland or Northern Ireland.</p> <p>(v) Where a court has amended the order following an application as described in (iv) above, the Contractor shall co-operate with the Relevant Authority in Scotland or Northern Ireland to facilitate the case transfer.</p>
(d)	<p>If an Allocated Person has made an application for resettlement outside of the United Kingdom and Islands, the Contractor shall provide the Authority with information as required by the Authority to enable the Authority in its capacity as provider of the NPS to review and (if appropriate) approve the resettlement request.</p>
(e)	<p>(i) If an Allocated Person who is subject to a Community Order or Suspended Sentence Order transfers to a Community Rehabilitation Company, the Contractor shall notify the relevant court, in writing, of the case transfer, and act in accordance with Paragraph 5 of this Schedule 10 to amend the requirements of the Community Order or Suspended Sentence Order where applicable.</p> <p>(ii) If an Allocated Person who is subject to a Licence is transferring to a Community Rehabilitation Company, or to an Alternative Jurisdiction, the Contractor shall notify the Authority in its capacity relating to prisons or the Private Prison Contractor in writing of the case transfer.</p>
(f)	<p>If an Allocated Person whose sentence of the court includes a Residence Requirement, a Licence condition or Post Sentence Supervision Requirement to reside at a certain address is subject to a case transfer to another Community Rehabilitation Company, the Contractor shall act in accordance with Paragraph 5 of this Schedule 10 to vary the sentence of the court where applicable.</p>

#### **10. SERIOUS FURTHER OFFENCE**

The Contractor shall co-operate with the Authority and comply with the following processes in the event that an Allocated Person (excluding an Allocated Person following unconditional release from custodial sentence) is charged with a Serious Further Offence:

<b>Ref.</b>	<b>Input</b>
(a)	(i) The Contractor shall notify the Authority in writing within one Business Day after becoming aware that an Allocated Person has been charged with a Serious Further Offence and shall comply with its obligations under OM25 of Schedule 7 in respect of that Allocated Person.  (ii) The Contractor shall provide all information as requested by the Authority as part of the Authority's SFO Review in respect of a Serious Further Offence committed by a Designated Retained Person for whom the Contractor is providing, or has provided, services.
(b)	If the risk of Serious Harm with respect to an Allocated Person has escalated to high and in accordance with the process set out in Paragraph 7 of this Schedule 10 and that Allocated Person has been or will be transferred to the Authority in its capacity as provider of the NPS, the Contractor shall undertake a review of any part of the case for which it has been responsible and co-operate with the Authority in relation to the implementation of any recommendations arising from the SFO Review process.

#### **11. APPROVED PREMISES**

The Contractor shall co-operate with the Authority or the contracted provider of Approved Premises and provide, or enable the provision of, the following in the event that an Allocated Person is resident in an Approved Premises:

<b>Ref.</b>	<b>Input</b>
(a)	(i) The Contractor shall provide the Authority in its capacity as provider of the NPS with all information as required by the Authority to decide



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	<p>whether to refer an Allocated Person for a residence place in an Approved Premises managed by the Authority or by a contracted provider of Approved Premises.</p> <p>(ii) The Contractor shall provide the Authority in its capacity as provider of the NPS, or the contracted provider of Approved Premises, as applicable, with all information relating to an Allocated Person that the Authority or the contracted provider of Approved Premises requires to arrange and maintain a residence place in an Approved Premises for that Allocated Person.</p>

## **12. INDUCTION AND ASSESSMENT IN CUSTODY**

The Contractor shall comply with the following process and co-operate with the Authority and/or the relevant Private Prison Contractor, in relation to Resettlement Persons:

Ref.	Input
(a)	The Contractor shall provide a copy of the Resettlement Plan to the Authority in its capacity relating to prisons or the Private Prison Contractor, and to the Home CRC or Authority in its capacity as provider of the NPS, as applicable, and any other relevant Third Party within one Business Day after the Resettlement Plan is produced.

## **13. HOME DETENTION CURFEW**

The Contractor shall co-operate with the Authority and provide, or enable the provision by the Authority and/or the relevant Private Prison Contractor of, the following when an Allocated Person is to be released on Home Detention Curfew:

Ref.	Input
(a)	(i) The Contractor shall provide the Authority in its capacity relating to prisons with the Home Circumstances Report and provide all relevant

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	<p>information regarding the suitability of the Allocated Person's proposed release address if the Allocated Person proposes a different address to the one listed in the Home Circumstances Report following release on Home Detention Curfew, in accordance with Paragraph OM14 of Schedule 7.</p> <p>(ii) The Contractor shall co-operate with the Relevant Authority in an Alternative Jurisdiction to obtain a Home Circumstances Report for an Allocated Person where that Allocated Person is in custody in England and Wales but requests to be released to an address in that Alternative Jurisdiction.</p>

#### **14. RELEASE ON TEMPORARY LICENCE**

The Contractor shall co-operate with the Authority and provide, or enable the provision by the Authority and/or the relevant Private Prison Contractor of, the following when a Resettlements Person or an Allocated Person is to be Released on Temporary Licence:

Ref.	Input
(a)	The Contractor, in its capacity as a Lead Host CRC, shall notify the Authority in its capacity relating to prisons of any change in circumstances or other relevant information that the Contractor is aware of which may indicate an increase in the risk of Serious Harm of a Resettlement Person in a Resettlement Prison designated to the Contractor while that Resettlement Person is subject to Release on Temporary Licence, and during the period while the application for Release on Temporary Licence is being assessed.
(b)	The Contractor, in its capacity as a Home CRC, shall notify the Authority in its capacity relating to prisons and, if applicable, the Private Prison Contractor, of any change in circumstances or other relevant information that the Contractor is aware of which may indicate an increase in the risk of Serious Harm of an Allocated Person while that Allocated Person is subject to Release on Temporary Licence, and during the period while the application for Release on Temporary Licence is being assessed.
(c)	If required by the Authority in its capacity relating to prisons, the Contractor shall provide the Authority with the Home Circumstances Report and provide any relevant information regarding the suitability of an Allocated Person's proposed Release on Temporary Licence, in accordance with Paragraph OM13 of Schedule 7.

**15. RISK MANAGEMENT AND INCREASE IN RISK OF SERIOUS HARM IN CUSTODY**

The Contractor shall co-operate with the Authority and provide, or enable the provision by the Authority and/or the relevant Private Prison Contractor of, the following:

Ref.	Input
	<p>The Contractor shall immediately notify the Home CRC or the Authority in its capacity as provider of the NPS and/or the Authority in its capacity relating to prisons or the relevant Private Prison Contractor, as applicable, of:</p> <p>(i) any information that it is aware of relating to the risk of Serious Harm; and</p> <p>(ii) any change in circumstances which may indicate any change in the Risk of Serious Harm,</p> <p>with respect to a Resettlement Person in a Resettlement Prison designated to the Contractor.</p>

**16. PRE-RELEASE PLANNING AND RELEASE FROM CUSTODY**

The Contractor shall co-operate with the Authority, each relevant Lead Host CRC and each relevant governor of a prison which is not a Resettlement Prison as follows:

Ref.	Input
(a)	<p>If an Allocated Person is released into England or Wales from custody in an Alternative Jurisdiction, the Contractor shall co-operate with the Relevant Authority in that Alternative Jurisdiction in relation to all release planning activity including, but not limited to, the preparation of a Home Circumstances Report where this is required.</p>

**17. PRISONER TRANSFER IN CUSTODY**

<b>Ref.</b>	<b>Input</b>
(a)	Following notification by the Authority in its capacity relating to prisons or the Private Prison Contractor, as applicable, of the transfer of a Resettlement Person in a Resettlement Prison designated to the Contractor to another Resettlement Prison designated to a Community Rehabilitation Company, the Contractor shall ensure that the Resettlement Plan for that Resettlement Person is made available to the Lead Host CRC or the relevant Host CRC, as the case may be, or the relevant Home CRC if the Resettlement Person is transferred to a prison which has not been designated as a Resettlement Prison.

**18. ELECTRONIC MONITORING**

Except in respect of an Allocated Person who is released on a Home Detention Curfew with no other licence conditions, the Contractor shall interface with Third Parties from which the Authority obtains electronic monitoring services, including in accordance with Clause 3.14 of this Agreement, as follows:

<b>Ref.</b>	<b>Interface</b>
(a)	<p>The Contractor shall:</p> <p>(i) within one Business Day after the date on which a person is allocated to it by the Authority pursuant to Paragraph 2 of this Schedule 10, notify the EM Provider that it is responsible for an Allocated Person who is subject to Electronic Monitoring, and provide the EM Provider with contact details for the relevant Contractor Personnel responsible for that Allocated Person;</p> <p>(ii) within one Business Day after the date Electronic Monitoring is added to an Allocated Person's Community Order, Suspended Sentence Order, Licence or Supervision Default Order, notify the EM Provider that it is responsible for an Allocated Person who is subject to Electronic</p>

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Ref.	Interface
	<p>Monitoring and provide the EM Provider with contact details for the relevant Contractor Personnel responsible for that Allocated Person;</p> <p>(iii) within one Business Day after an Allocated Person is released on Home Detention Curfew, notify the EM Provider that it is responsible for that Allocated Person and provide the EM Provider with contact details for the relevant Contractor Personnel responsible for that Allocated Person;</p>
(b)	<p>The Contractor shall:</p> <p>(i) notify the EM Provider of all relevant information relating to the risk of Serious Harm of an Allocated Person who is subject to Electronic Monitoring; and</p> <p>(ii) notify the EM Provider of the outcome and all relevant information following a review of that Allocated Person's risk of Serious Harm.</p>
(c)	<p>Following an alleged breach by an Allocated Person of any requirement or condition of his sentence or order that is electronically monitored, the Contractor shall notify the EM Provider of the outcome of the Contractor's decision regarding enforcement action in accordance with Paragraph 4 and Paragraph 6 of this Schedule 10 within 2 Business Days after notification by the EM Provider of the alleged breach,.</p>
(d)	<p>The Contractor shall request from the EM Provider all information and evidence necessary for the Contractor to prepare the Breach Information in relation to an Allocated Person who is subject to Electronic Monitoring, in accordance with Paragraph 4 of this Schedule 10 within 2 Business Days after notification by the EM Provider of the alleged breach.</p>
(e)	<p>The Contractor shall inform the EM Provider of the decision by the Authority:</p> <p>(i) to proceed with the presentation to court of the alleged breach by an Allocated Person of any requirement of his Community Order, Suspended Sentence Order or Supervision Default Order that is electronically monitored, and of any requirements on the EM Provider to provide information and/or a witness to attend the court hearing, within one Business Day after the court hearing date being set; or</p> <p>(ii) not to proceed with the presentation to court of the alleged breach by an Allocated Person of any requirement of his Community order, Suspended Sentence Order or Supervision Default Order that is electronically monitored, within one Business Day after the decision by the Authority.</p>
(f)	<p>Following notification by the Authority in its capacity as provider of the NPS, the Contractor shall inform the EM Provider of:</p>

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Ref.	Interface
	<p>(i) the outcome of the presentation to court of an alleged breach by an Allocated Person of any requirement of his Community Order, Suspended Sentence Order or Supervision Default Order that is electronically monitored and shall provide details of any new requirements or variations to the requirements of the order (including if Electronic Monitoring is discontinued);</p> <p>(ii) the outcome of the application to revoke the Licence of an Allocated Person which includes Electronic Monitoring; or</p> <p>(iii) the decision by the Authority to not proceed with the application to revoke the Licence of an Allocated Person which includes Electronic Monitoring,</p> <p>in each case within 24 hours after the receipt of that information by the Contractor.</p>
(g)	<p>Following notification by the Authority in its capacity as provider of the NPS, the Contractor shall notify the EM Provider of the outcome of a presentation to court of a breach of any other requirements of that Allocated Person's Community Order, Suspended Sentence Order or Supervision Default Order, and shall provide details of any new requirements or variations to the order (including if Electronic Monitoring is discontinued) within one Business Day after the notification by the Authority.</p>
(h)	<p>(i) The Contractor shall notify the EM Provider of any change(s) to the contact arrangements in relation to the relevant Contractor Personnel responsible for the Allocated Person within 24 hours after the change(s) and, if the Allocated Person is transferred to another Contractor, in accordance with Paragraph 9 of this Schedule 10.</p> <p>(ii) The Contractor shall notify the EM Provider if an Allocated Person is transferred from the Contractor to the Authority following a risk escalation process completed in accordance with Paragraphs OM22 to OM24 of Schedule 7 and Paragraph 7 of this Schedule 10, and the nature of the increase in risk of Serious Harm, within 24 hours after the date of the decision to transfer to the Authority.</p>